

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

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In Re:

SBB Shipping USA, Inc.,

Debtor-in-Possession.

Case No.: 24-22278

Judge: Vincent F. Papalia

Chapter: 11

Hearing Date: April 29, 2025 at 10 am ET

**CERTIFICATION OF NICHOLAS LAGANELLA IN SUPPORT OF THE
MOTION OF THIRD PARAMUS ASSOCIATES, LLC FOR ENTRY
OF AN ORDER DIRECTING THE APPOINTMENT OF AN EXAMINER**

I, NICHOLAS LAGANELLA, of full age, hereby certify as follows:

1. I am the managing member of Third Paramus Associates, LLC (“TPA”). I make this certification from my personal knowledge and experience.

2. Prior to the Petition Date, on or about June 28, 2023, TPA and the SBB Shipping USA, Inc. (“Debtor”) entered into a lease agreement for the premises located at the Paramus Design Center, 762 Route 17, Paramus, New Jersey 07652.

3. The Debtor failed to pay any rent and had been in default of the lease since June 2024. TPA incorporates the facts pertaining to this lease detailed in its motion seeking to reject same as if fully set forth herein [Doc No. 63].

4. Debtor's First Day Motions (Cash Collateral, Post-Petition Financing, and Critical Vendors) were filed on December 19, 2024, and requested to be heard on an expedited basis. TPA objected to same on December 23, 2024 [Doc No. 33].

5. In its Objection, TPA expressed concern regarding the source of post-petition financing (entities solely owned and controlled by the Debtor's Principal, Batuhan Cakmak), transfers between the Debtor and other entities solely owned and/or controlled by Mr. Cakmak, and transfers made to Mr. Cakmak.

6. Prior to the final relief sought by the Debtor in its First Day Motions, TPA again objected [Doc No. 61] (the "Second Objection"). In its Second Objection, TPA highlighted several discrepancies and contradictory statements as to the Debtor's corporate structure.

7. The Second Objection questioned the Debtor's multiple lines of revenue via entities with shared control or ownership (by Mr. Cakmak), including from consolidation, trucking services, appliance sales, and warehouse storage; industries in which the Debtor is not engaged.

8. Mr. Cakmak's testimony at the 341 Meeting of Creditors, conducted on January 22, 2025 (see partial transcript attached as **Exhibit A**), only further confused the question as to the validity of Debtor's corporate structure, and the nature of debts owed to the Debtor and claims owed by the Debtor.

9. The Debtor's schedules reflect significant, undocumented loans and transfers of estate assets to non-debtor entities with shared control under the Debtor's sole managing member and principal, Batuhan Cakmak. Mr. Cakmak testified at the Debtor's 341 hearing that, among other things, he caused the Debtor to make unsecured, undocumented "loans" of approximately:

- a. \$727,000 to Mod Arte so that Mod Arte could purchase inventory for Mod Arte's business operations. Despite being in control of Mod Arte, Mr. Cakmak did not

cause Mod Arte to repay those “loans” even after Mod Arte sold the inventory (see Pages 83-84 of **Exhibit A**);

- b. \$88,000 to Prestige Luxury Design so that Prestige Luxury Design could remodel and install displays in its showroom (see Pages 84-85 of Exhibit A);
- c. \$94,000 to Oak Idea Corporation for the purchase of equipment and/or inventory for Oak Idea Corporation (see Pages 85-86 of **Exhibit A**);
- d. \$351,000 to Mr. Cakmak for personal use. Despite baldly alleging that those loans were repaid, they nonetheless still appear in the Debtor’s schedules (see Pages 86-88 of **Exhibit A**);
- e. \$861,000 to B&BC Estates, LLC for the B&BC’s purchase of a warehouse located at 246 Pegasus, Northvale, NJ. In addition to the \$861,000 unsecured and undocumented “loan,” Mr. Cakmak caused the Debtor to co-sign a loan of approximately \$3.9 million for the balance of the purchase price of the Northvale warehouse without causing the Debtor to receive any titled interest in the Northvale warehouse (see Pages 88-90 of **Exhibit A**); and
- f. \$792,000 to Hacker Kitchen Paramus, LLC so that Hacker Kitchen Paramus could construct a showroom and install displays and appliances (see Pages 90-93 of **Exhibit A**).

10. By order dated January 28, 2025, the lease between the Debtor and TPA was rejected leaving TPA with an unsecured prepetition claim of approximately \$750,195.33. Attached as **Exhibit B** is a copy of TPA’s proof of claim, filed February 24, 2025.

11. Attached as **Exhibit C** are certified copies of Filing Certificates issued by the State of New Jersey Department of the Treasury showing Batuhan Cakmak as member, president,

registered agent, and/or managing member of the following entities: Mod Arte LLC, SB Luxury Design LLC, SB Luxury Design LLC, Soho Granite Limited Liability Company, Quartz Arte Inc., BZ International Trade LLC, Ultimate Logistics USA LLC, B&BC Estates LLC, Suofeiya Home Collection LLC, Oak Idea Inc., and Valley Brook Estates LLC.

12. **Exhibit C** also shows commonality in their respective addresses which are owned and controlled by Batuhan Cakmak: 179 Columbus Road, Demarest NJ 07627, 246 Pegasus Avenue, Northvale NJ 07647 and 464 Valley Brook Avenue, Lyndhurst NJ 07010.

13. **Exhibit C** further shows the following entities having an address maintained at the Paramus Design Center, 762 Route 17, Paramus NJ 07652: B&B Luxury Design LLC, SBB International Shipping LLC, and SB Luxury Design LLC (formerly Mattress Tailor LLC).

14. The addresses on certain certificates of formation have been recently changed by Mr. Cakmak. Upon information and belief, the reason for the address changes are due to pending or prospective sales of real estate assets owned by the Cakmak controlled entities at either 246 Pegasus Avenue Northvale NJ 07647 and/or 464 Valley Brook Avenue, Lyndhurst NJ 07010 to third parties. These real estate assets are not included in the Debtor's bankruptcy estate.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: April 3, 2025

/s/ Nicholas Laganella
Nicholas Laganella